Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153-0119

Exhibit 1-E

Arriba Supply Chain Support Services

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Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C21534 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 (C74) dated 01/17/2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name:	PricewaterhouseCoopers Services LLC		Total Number of Pages: 70
Contractor's Address:	300 Madison Avenue New York, NY 10017		
Project Name:	Ariba SLP Risk Project		
Job Location:	77Beale/245 Market St, San Francisco, CA		

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

Contractor shall provide consulting Services to design, configure and implement the SAP Ariba Supplier Lifecycle Performance (SLP) and Supplier Risk modules.

If the term of this CWA continues beyond the termination date of MSA No. 4400011341 (C74), the terms and conditions of the MSA shall continue to apply until final completion and acceptance of the Work hereunder.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment A: COVID-19 Addendum, 1 Page Attachment 1: Scope of Work, 67 Pages

CWA TERM: This CWA is effective upon signature by both parties and expires on 09/30/2020. Time is of the essence.

<u>COMPLETION:</u> Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 09/18/2020.

<u>CONSIDERATION</u>: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$720,000.00 (Services: \$700,000; Expenses: \$20,000.00)

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or Services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS SERVICES LLC	
Signature	Docusigned by: Herbert Sien	Signature	Docusigned by:
Name	Не Пра Гр © 166 Г 264 F 0	Name	**************************************
Title	Sourcing Supervisor	Title	Partner
Date	4/24/2020	Date	4/24/2020

62-4229 CWA (03/30/20)

Sourcing

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ADMINISTRATION				
PG&E Negotiator	Austin Gatan		Contractor Representative	CHristopher Woods
Phone	415-973-6325		Phone	206-755-4093
Email	Austin.gatan@pge.com		Email	chris.woods@pwc.com
Accounting Reference PR539615 Order No. 70041382 and 700		041383		
PG&E Work S	PG&E Work Supervisor: Krishna Rajannan		Phone: 415-973-5114	
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.		Please send invoices to the L GenlCnslLawPaymentProd For Payment questions, ple Phone: (415) 972-5673	cessingGroup@pge.co	
		Send ORIGINAL Invoice to:		
		Send COPY of Invoice to:		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	Contractor (Signed Original Copy)	
	Work Supervisor	Manager	
	Invoice Approver	Supervisor	
	V.P.	Sourcing/ Purchasing	
	Director	Law	

62-4229 CWA (03/30/20) Sourcing

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Attachment A **COVID-19 Addendum**

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this contract. The Parties recognize that during performance of the contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

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Pacific Gas and Electric Company

ATTACHMENT 1: STATEMENT OF WORK

Program Ariba SLP Risk Project

Project Ariba SLP Risk Project

Line of Business Supply Chain

Prepared by PricewaterhouseCoopers LLP (PwC)

Date April 6, 2020

Version Type Draft

Version Version Number>

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SOW - Ariba SLP Risk Project



roject Control & C	ompliance		
roject Engagement			
Enterprise Stakeholders	Date Contacted		
		Ви	usiness
Dina Arellanes	Director, Soul	cing	
Christina Marquez	Manager, Sou	ırcing	
Declan Kenna	Director, Thir	d Party Risk M	lanagement
Sylvia Perfetto	Manager, Acc	counts Payable	
		IT/Te	echnology
Ajay Pathak	Director, Business Technology		
Krishna Rajannan Sr. Manager, Business Technology		ology	
ocument Control			
hange History			
Author/Contri Vers	ion Da	te	Description of Changes

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SOW - Ariba SLP Risk Project



Document Ownership and Responsibility

SOW document ownership is shared between PwC and PG&E.

Document Owner

Project Role & Responsibility

Name

Business Project Sponsor	Jamie Martin
Business Owner	Dina Arellanes
Business Lead	Christina Marquez
IT Project Sponsor	Rajesh Arora
IT Lead	Krishna Rajannan
PG&E Project Manager	TBD
PWC Engagement lead	Rajiv Jain / Gurminder Sandhu
PWC architect	Kuntal Pharas
PWC integration lead	Pramod Mallya

Document Approvers

Project Role & Responsibility Name

Business

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SOW - Ariba SLP Risk Project



Director, Sourcing	Dina Arellanes	
Manager, Sourcing	Christina Marquez	
IT/Technology		
Director, Business Technology Ajay Pathak		
Sr. Mgr, Business Technology	Krishna Rajannan	

Document Contributors

Project Role & Responsibility

Name

Business		
Business Owner	Dina Arellanes	
Business Technology Leadership	Krishna Rajannan	
Business Project Manager		
Business Planner IT Finance		
	IT/Technology	
IT Project Manager		
IT Director		
Solution Architect		
Technology Risk Advisor		
Test Lead		
Organizational Change Lead/Training		
Integration		
Chief Technology Office		
System Integrator/Contractor		

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SOW – Ariba SLP Risk Project Pacific Gas and Electric Company

Solution Architect	Kuntal Pharas
Project Manager	Rajiv Jain

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SOW - Ariba SLP Risk Project

Document Reviewers

Project Role	& Responsibility	Name
Project Role	& responsibility	INdill

Business		
Business Owner	Dina Arellanes	
Business Lead	Christina Marquez	
Business Planner IT Finance		
	IT/Technology	
IT Project Manager		
IT Technical Project Manager		
IT Director	Ajay Pathak	
IT Lead	Krishna Rajannan	
Technology Risk Advisor		
Test Lead		
Organizational Change Lead/Training		
Integration		
Chief Technology Office		

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1.0 GLOSSARY < PROVIDE LIST OF GLOSSARY USED IN THE SOW>

SAP ECC	SAP Enterprise Central Components
RICEF	Reports, Interfaces, Conversions, Enhancements, Forms
CIG	Cloud Integration Gateway
ООТВ	Out Of The Box
SLP	Supplier LifeCycle Performance
ITM	IT Methodology

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2.0 PROJECT OVERVIEW

2.1 PROJECT TYPE

Fixed Price

2.2 OBJECTIVES AND BACKGROUND

The primary objective of this project is to design, configure and implement the SAP Ariba Supplier Lifecycle Performance (SLP) and Supplier Risk modules.

The project is expected to accomplish the following PG&E objectives, including:

- Streamline the supplier onboarding process (Request and Registration)
- Develop electronic forms for supplier onboarding and risk assessment
- Automate the supplier data creation process from registration to supplier data creation in SAP ECC
- Implement a risk assessment process in SLP/ Risk at the supplier level and engagement level (SOW-level)
- Adopt a standardized solution (minimal customization) to the extent possible to minimize ongoing O&M costs and customization
- Actionable reporting to drive decision-making and analysis

2.3 PROJECT TIMELINE

Project Start Date – April 27, 2020 Est. Project Duration - 20 weeks Est. Project End Date – September 18, 2020

2.4 PROJECT WORK LOCATION

- 1. Onsite Team Location 245 Market St, San Francisco, CA
- 1. **Offshore Team Location –** PricewaterhouseCoopers, 1st Floor, Block B1, Exora Business Park, Belandur, Bangalore, Karnataka 560037, India
- 2. Onsite Team Contact # Rajiv Jain (PwC) 678-362-5010
- 3. Offshore Team Contact # Pramod Mangalore Mallya (PwC) +91 9611914411

2.5 PROJECT WORK HOURS

- 1. Onsite Team 8 am 5 pm PST (Pacific Standard Time)
- 2. Offshore Team 9 am 6 pm IST (Indian Standard Time)

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3.0 SCOPE OF WORK

PG&E has engaged with PwC on this SAP Ariba SLP and Risk implementation. The expectation is that PwC will provide guidance with the Ariba Platform, as well as Ariba leadership and shared Services and other factors or accelerators to expedite the successful completion of the project.

Overview:

The SLP and Risk project aims to implement the SAP Ariba Supplier Lifecycle Performance and Supplier Risk modules, along with any enhancements to the Contracts Management module. Specifically, for the Contracts Management module the project will evaluate the work done within the Contract Workspace that currently provides a manual risk assessment at the supplier level (for Master Service Agreements or MSAs) and engagement level (for Contract Work Authorizations and Standalone Agreements or CWAs and SAAs), and move this work to the SLP/Risk modules where appropriate Risk related functionality that remains in the contract workspace will be assessed and where applicable streamlined with the future state process .In addition, any questionnaires developed for the initial supplier onboarding process currently managed through the BMC Remedy system will also be incorporated into the SLP/Risk modules as appropriate.

Objectives:

The objectives of this program are to complete the following:

- Provide a platform for maintaining a single, accurate supplier record
- Enable the suppliers to maintain their own information
- Manage the suppliers based on certain predefined parameters
- Increase efficiencies in the supplier onboarding process
- Develop processes using electronic forms to capture supplier (BMC Remedy and MSA) and engagement level risk (CWA/SAA)

High-level Scope:

- Project Management activities
- Supplier Onboarding and Registration
- Supplier Qualification process
- Contract Management clean up- Evaluate the work done within the Contract Workspace that currently provides a manual risk assessment at the supplier level (for Master Service Agreements or MSAs) and engagement level (for Contract Work Authorizations and Standalone Agreements or CWAs and SAAs), and move this work to the SLP/Risk modules where appropriate. Risk related functionality that remains in the contract workspace will be assessed and where applicable streamlined with the future state process. Assessment of Business Partner vs Vendor model for SLP Integration and determination of the appropriate architecture for PG&E given our SAP Ariba and SAP ECC configurations
- SLP integration with ECC using CIG
- Assistance with training content development (PG&E is primarily responsible for training material development and training delivery)

Process Scope:

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Area	Process Scope
Supplier Management	Supplier RegistrationSupplier QualificationSupplier ApprovalSupplier Risk
Contracts Management	Contract Workspace - Risk assessment

Integration. Interface Scope:

Object	Туре	Source System
Supplier Create	Master Data	Ariba SLP
Supplier Update	Master Data	Ariba SLP
Initial supplier conversion from ECC to SLP using standard Ariba utility (File upload)	Master Data	SAP ECC
Supplier file update in the downstream P2P	Master Data	SAP ECC

Reporting Scope:

Ariba OOTB (Out of the box) in SLP will be enabled, tested and provisioned as per the business requirement and design decisions. However, if there is need exist for developing custom reports, PwC will develop up to ten custom reports leveraging existing content where possible. The list of the 10 custom reports will be developed and approved as part of the design phase.

Ariba Forms:

Maximum of two buying and invoicing custom forms (this functionality is in addition to the SLP forms/questionnaire) are in scope this SOW. Requirements for any additional forms will be mutually discussed and evaluated before being implemented.

IT Project Management:

PwC will be responsible for activities and Deliverables related to IT project management role. Activities will include project plan updates, maintaining issues log, providing details around project financials,

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maintaining budgets and routing documents/Deliverables for approvals (EDRS) .The PG&E business manager will help in updating the such information in the various PG&E IT systems (PPMC, EDRS, BPC and Shibhumi)

Infrastructure (Out of) Scope:

PwC will advise and assist on aspects of Ariba related set up, however PG&E will be responsible for the following infrastructure related activities:

- Basis administration of the SAP ECC, SAP PI and CIG environments
- Basis installation of Ariba related transports for master data extract and interfaces
- Network related activities and opening of ports for connectivity to Ariba Cloud
- Security certificate installation for secure connection to Ariba Cloud

Data Cleansing (Out of) Scope:

Data cleansing of vendor/supplier master data (or any other data set) is out of scope of this project. If a decision is made to clean certain aspects of the data set, it will be PG&E responsibility to take up the cleansing activities.

Change Management (Out of) Scope:

All change management activities like stakeholder assessment, communication, training content development and training delivery will be PG&E responsibility.

Performance Management (Out of) Scope:

Supplier performance management design and implementation is out of scope of this project.

3.1 PROJECT INITIATION PHASE

The project initiation and planning phase includes detailed planning of the project (including risk register, communication plan and setting up acceptance criteria against each deliverable), establishing the Work Breakdown Structure (WBS), identifying all the key stakeholders, and their availability and dependency at every stage of the project. Following are the list of activities that will be done in this phase.

P-Primary S-Secondary

Activity	Responsibility	
	PwC	PG&E
Conduct Kick-Off Meeting	Р	Р

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Define and finalize Project Plan	Р	S
Establish Core Team	Р	Р
Establish project governance and communication	S	Р
PwC Team Onboarding and allocate workspace	S	Р
Sandbox environment set-up and access	S	Р
Define and finalize Deliverables and Milestones	Р	Р

3.1.1 PwC Responsibilities – Project Initiation Phase

- On board of key project resources.
- Initiate and complete NDA as applicable as part of onboarding process.
- Conduct kick-off meeting with PwC and PG&E project team members as well as select leadership and stakeholders to be identified by PG&E.
- Present project overview, team structure, governance, and escalation plan.
- Define roles and responsibilities for the project team.
- Finalize relevant project documentation templates consistent with PG&E's IT Methodology.
- PwC will develop the following documents as a part of the initiation phase:
 - Detailed project plan with dependencies and PG&Einvolvement.
 - Develop a comprehensive risk register that will be tracked throughout the project.
- Review and finalize acceptance criteria for all Deliverables.
- Initiate the process to set up a communication link for onsite/offshore connectivity.
- Review and finalize the infrastructure and landscape requirements for the program.
- Review and finalize on the tools to be deployed for the various phases of the program.
- Identify and agree on Due-diligence for high riskitems.
- Review impact of any inflight projects.

3.1.2 PG&E Responsibilities - Project Initiation Phase

- Ensure availability of key PG&E business and IT stakeholders for the program.
- Work with PwC program manager in finalizing all project document templates.
- Review, authorize, and approve all documents that have been developed in this phase.
- Ensure setup and availability of required landscape to PwCteam.
- Provide access to office workspace/buildings to PwCteam.
- Facilities for conducting workshops with key PG&E stakeholders as per the plan.

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Provide virtual (Citrix) environment to PwC team for connecting from offshore/offsite.

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- Provide laptops, workspace with telephones, and access to printers to PwC onsite team as needed.
- Provide basic software like MS Office, VISIO and MS project for key personnel.
- Provide workstations/desktops for remote access by offshore team as per plan.
- Provide the required software (SW) specific to program as per the dependency plan.
- Share any inflight project that may impact overall schedule and design.
- Identify any regulatory filings or tariffs that may impact the schedule and program.
- Agree upon business participation in the design and build phase of the program.

3.1.3 Exit Criteria – Project Initiation Phase

- Sign off on Project Plan.
- Agree upon landscape and infrastructure needs for the program.
- Agree upon Business participation in various phases of the program.
- Clearly identify PwC's and PG&E's key Deliverables to the other party and the corresponding milestones.
- Sign off on Status Report template.

3.2 REQUIREMENTS AND DESIGN PHASE

This phase will commence with the requirement analysis and workshops with Subject Matter Experts (SME's) and focused user groups for specific requirements, review current legacy (as-is) applications, the BPD documents, data sources and formats. This phase will also involve preparing Functional Specification documents and obtaining sign offs from PG&E stakeholders.

Conduct sessions with key PG&E IT stakeholders for finalizing database standards.

The following table illustrates the key activities of this phase:

Activity	Responsibility	
	PwC	PG&E
Update Project plan and overall Project Management	Р	S
Communication and Change Management	S	Р
Conduct requirement workshop to finalize key user and system requirements	Р	Р
Key Design Decision (KDD) Document	Р	S

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Sign off on KDD	S	Р
Business Process Document (BPD), updated as needed	Р	S
Sign off on BPD	S	Р
Prepare Functional Specifications Document (FSD)	Р	S
Sign off on FSD	S	Р
Training and Documentation Plan (Blueprint Phase)	S	Р
Security Requirements	Р	S
Access to PwC Development team to Sandbox client and Development clients and environments	S	Р
Feasibility study of key requirements and due-diligence of high risk items	Р	S
Feasibility study of the impacted solutions	Р	Р
High level test strategy	Р	S
Update training strategy	S	Р
Review, Approve FS for Realization	S	Р
High level test and training strategy	Р	S

3.2.1 PwC Responsibilities – Requirements and Design Phase

- Conduct requirement workshops with key PG&E stakeholders for finalizing requirements.
- Create the Business Process Master List (BPML).

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SOW - Ariba SLP Risk Project



- Prepare and finalize Key Design Decisions document.
- Prepare and finalize Business Process document.
- Prepare and finalize supplier request form and registration questionnaire.
- Prepare and finalize Functional Specifications document.
- Prepare Requirements list based on the gaps identified in the Business Process document.
- Update risks and decision log in conjunction with PG&E Project Manager.
- Prepare and agree on Testing Strategy in alignment with PG&E testmethodology.
- Prepare and finalize the design for roles vs user matrix based on roledesigns
- Finalize Deployment strategy for Ariba SLP solution.
- Finalize data upload plan
- Develop and Finalize the Cut-over plan to go-live in conjunction with PG&E team

3.2.2 Responsibilities – Requirements and DesignPhase

- Provide PwC team with the required environment (Clients setup for configuration, Development, Gold Client and Unit test clients along with clients required for test environments) within the agreed timelines.
- Engage business SME's in review and approval of Deployment.
- Review and approve key design decision documents per list of Deliverables.
- Review and approve business process documents per list of Deliverables.
- Review and approve functional specifications documents per list of Deliverables.
- Provide guidance to logically group the design components and approve final design.
- Ensure availability of PG&E stakeholders from business and IT as perplan..
- Finalize overall training strategy in conjunction with PG&E Training Academy.
- Finalize deployment plan and strategy.
- Finalize the security requirements and standards. Test the configurations made for meeting the PG&E security requirements.
- Establish SME communication plan and engage right stakeholders for query resolution etc.
- Establish PG&E reviewer's panel and ensure review, sign off of the Deliverables in 3-5 business days as per agreed acceptance criteria.
- PwC will make sincere efforts to provide the documents and artifacts for signoff as and when they will be available and not as a bundle in one go.
- Training Need analysis for all impacted user community, including audience analysis and task analysis.

3.2.3 Exit Criteria – Requirements and Design Phase

- Signoff on Updated Key Design Decisions Document, Business Process Document and Functional Specification Documents per list of Deliverables.
- Signoff Deployment Strategy.
- Finalize Data Migration Strategy (Ifapplicable)

3.3 REALIZATION PHASE

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SOW - Ariba SLP Risk Project



The goal of the realization phase is to build and test the system, based on the requirements and design finalized in the requirements and design phase. During this phase, entire configuration activities will be completed in the development environment. Core team and business process owners perform validation of the application in QA environment.

	Responsibility	
Activity	PwC	PG&E
Configuration of the System	Р	S
Configure Roles in system per design	Р	S
Prepare Technical Specifications	Р	S
Sign Off on technical Specifications	S	Р
Share the findings of Feasibility/due diligence of high risk items	Р	S
Agree upon approach for high risk items for which feasibility was carried out	S	Р
Develop early prototype	Р	S
Demonstrate prototype to key PG&E stakeholders	Р	S
Development of Custom Objects (where applicable)	Р	S
Code reviews, walkthrough's and approvals	Р	S
Unit Testing	Р	S
Unit Test Signoff	Р	S

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Custom Developments review and sign-off	Р	S
Define Integration test scenarios	Р	S
Prepare final integration test plan and Integration test scripts	Р	S
Preparation of Test data for Integration Testing	Р	S
Preparation of Training content	S	Р
Sign off on the System Integration test scripts	S	Р
Training content development and reviews	S	Р
System integration testing	Р	S
System integration testing sign-off	S	Р
Security testing	Р	S
Resolve defects in Security roles	Р	S
Security testing sign-off	Р	S
Agree upon frequency of defect metrics and defect review	S	Р
User acceptance test planning	Р	S
Detailed Cut-Over Strategy	Р	S
Defect Resolution	Р	S

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Preparation of configuration documents	Р	S
Development of data upload/maintenance programs	Р	S
Conducting Tollgate Reviews for moving to the next logical phase of the program	Р	Р
Finalize New Service introduction strategy and plan	S	Р
Release Management	S	Р
Preparation of Test Data for Performance testing	Р	S

3.3.1 PwC Responsibilities – Realization Phase

- Technical Specification document.
- Build and Unit Testing of Custom Objects.
- Perform configurations and create configuration documents.
- Get acceptance on Deployment strategy.
- Test data preparation for System Integration and Regression Testing.
- Test data preparation for User Acceptance Testing.
- Test Data for Performance Testing.
- Prepare integration Test Plan and Test Scripts.
- System Integration and Regression testing.
- Support the User Acceptance Testing.
- Provide updated issue log and project plan.
- Data preparation in modules outside of the project scope will be handled by PG&E.

3.3.2 PG&E Responsibilities – Realization Phase

- Training strategy and plan in coordination with the PG&E training Academy.
- Make facilities available for workshops as per the plan.
- Finalize scenarios for Deployment.
- Confirm availability of PG&E stakeholders for training sessions.
- Confirm Training infrastructure
- Review and sign off all Deliverables within 2-5 business days as per acceptance criteria.
- Update and baseline risk/ issue log and project plan.
- Assign Test Lead to direct, monitor, track, coordinate and support all testing activities.
- Lead defect reviews and serve as the point of contact for the PwC testing team.
- Execute performance tests of the user interface, custom tools and processes.

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Align PG&E test cycles to overall testing schedule.

3.3.3 Exit Criteria – Realization Phase

- 1) System Integration Testing Successfully completed as per the following requirements:-
 - 100% of test scripts executed.
 - 85%minimum test script pass rate.
 - No open critical or high defects.
 - PG&E agrees that open medium and low defects and failed scripts have workaround or are acceptable to exit this phase
- 2) Training Material Signoff.
- 3) Signoff on Training Strategy.
- 4) Signoff Testing Strategy.
- 5) All users conducting the UAT are trained on the new application.
- 6) Signoff Roles Design
- 7) Prepare for User Acceptance Testing.
- 8) Finalize user Deployment Strategy.

3.4 Final Preparation – Deployment Phase

The final preparation DEPLOYMENT phase is aimed at preparing the system and organization ready to go-live with the new Configured system. As part of preparing the system, completed configuration/customization shall be transported to the Production environment.

	Responsibility	
Activity	PwC	PG&E
Go-Live Readiness Assessment	Р	Р
Preparation of Cutover checklist	Р	S
Conduct User Acceptance Testing	S	Р
Signoff on User Acceptance	S	Р
Prepare Cutover Plan in close coordination and support from PG&E team	Р	Р

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Ownership of overall cutover activities and coordination with all key stakeholders	Р	Р
Approve Cutover plan and Cut-over sequence	S	Р
Go-Live Checklist	Р	S
Perform related Cutover Activities	Р	S
Master Data uploading to production environment with assistance and guidance from PG&E team	Р	S
Validate migrated data in production by business	S	Р
Post Implementation stabilize plan	Р	S
Identify user group for Deployment	S	Р
Conduct end user training	S	Р
Publish Authorized list key decision makers for rollback	S	Р
Approve Risk mitigation strategy & Roll back plan	S	Р
Manage Cutover Drills using PG&E resources	Р	S
Sign off on Go-No Go Decision Document	S	Р
Go-Live	Р	Р

3.4.1 PwC Responsibilities - Deployment Phase

- Assist in conducting UAT.
- Prepare Cutover Plan.

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- Prepare cutover checklist.
- Prepare post go-live support plan.
- Monitor deployment for 3 weeks.
- Gather user feedback, fix bugs.
- Train selected users for training.
- Prepare Cutover Plan
- Prepare cutover checklist.
- Upload master data.
- Data uploading to production environment.
- Prepare post go-live support plan.
- Monitor deployment for three week or time period determined in deployment planning
- Gather user feedback, fix bugs.
- Support release of application transports.
- Coordinate Batch job creation in production as needed
- Provide three weeks of production support

3.4.2 PG&E Responsibilities - Deployment Phase

- Conduct end user training for High Impact Users.
- Release Computer Based Training (CBT/WBT) of users as perplan.
- Carry out cutover assessment.
- Support in conducting cutover drills.
- Approve Cutover plan and Cut-over sequence.
- Business to validate migrated data in production.
- Publish Authorized list of key decision makers for rollback.
- Approve Risk mitigation strategy & Roll backplan.
- Sign off Go-No Go Decision.

3.5 Go-Live Monitoring Phase

All procedures for smooth operations of the new system are implemented during this phase. This involves solving issues in day-to-day operations including problems and security-related issues reported by end-users. Support desk log shall be monitored regularly to ensure that problems are resolved on time. The deployment approach is a one time deployment for all locations and users.

	Responsibility	
Activity	PwC	PG&E
Close Program Office	Р	S
Transition to Support	Р	S

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Review & Signoff	S	Р
Manage the cutover to production system completed	Р	Р
Support environment available to PwC	S	Р
Post go-live validation testing in the new application with real life business scenarios by PG&E	S	Р
Timely reporting of post Go-Live Issues and monitoring	S	Р
Resolving post go-live support issues	Р	S
Issues Register	Р	S
Review & Signoff	S	Р
Lessons learnt & Recommendation	Р	S
Impart Training to Rollout User Groups as per Strategy	Р	S

3.5.1 PwC Responsibilities - Go-Live Monitoring Phase

- PwC will provide support to PG&E users for all bug fixes raised during the support period as well as open defects identified prior to golive.
- Develop Project Closure report.
- Document Lessons learnt & Recommendations.

3.5.2 PG&E Responsibilities - Go-Live Monitoring Phase

- Authorize and approve Support Transition Document.
- Availability of Users for training.
- Availability of training infrastructure and facilities as per training plan.
- Availability and active participation of nominated super users/training champion to be part of ILT as per plan
- Publish/Upload WBT/CBT to my learning portal in coordination with PG&Eacademy.
- Deliver Web Based Training to PG&E for use by users in advance of Instructor Led Training (ILT)

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- Conduct ILT Training for high impact users.
- Change management and user engagement to complete mandatory WBT/CBT for high impact users.
- Track and monitor completion of Web Based Training by PG&E users before they come to ILT.
- Review & Signoff phase.

3.6 ROLLOUT PHASE

N/A

3.7 WARRANTY SUPPORT PHASE

N/A

3.7.1 PwC Responsibilities – Warranty Support Phase

N/A

3.7.2 PG&E Responsibilities – Warranty Support Phase

N/A

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4.0 EXCLUSIONS

The following activities are excluded from the scope of this project:

- Supplier cleansing
- Integration with non SAP systems
- Non Ariba reports (if any)
- Change Management activities, such as but not limited to stakeholders analysis, communications, and training delivery
- CIG implementation

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5.0 HIGH LEVEL BUSINESS REQUIREMENTS

Requirements will be collected in the Design Phase of the project

6.0 DELIVERABLES

The Deliverables created during this project are outlined in the table below. The accountability and responsibility for each deliverable is defined with the following categories:

- Accountable This is the party who is ultimately answerable for the deliverable or task. They
 provide input and insight on content and approve the deliverable.
- Responsible The party responsible for performing the necessary work and activities for the
 completion of the deliverable. More than one party can be responsible for the deliverable however
 only one party is accountable for the deliverable. The responsible party leads the development of
 the deliverable and provides content and input to the deliverable.
- Consult The consulted parties are those whose opinions are sought, typically subject matter
 advisors; and with whom there is two-way communication for the purpose of completing the
 deliverable. They provide input to a deliverable but the overall deliverable is owned the
 accountable party

Additionally, PG&E and PwC will be jointly responsible for certain Deliverables completed during this SOW (but only one party will be accountable). In these instances, PG&E and PwC will:

- Collaboratively develop content, provide input, and construct the deliverable forapproval
- Provide specific sections of the deliverable that are assigned directly to one of the parties
- Jointly define the end state deliverable and reach mutual agreement on the final product

PwC and PG&E will jointly review ITM required Deliverables during the initial design phase and agree on the Deliverables that are required or mandatory as per the ITM methodology. PwC will be responsible for completing ITM Deliverables that are required or mandatory unless they are related to change management and infrastructure related topics.

Payment Milestone	Deliverables	Responsibility	
			Accountable/
		Responsible	Consult
Project Initiation	Project plan	PwC	PG&E
Milestone	Kick Off Meeting Presentation	PwC	PG&E
	Run Book (Issues Log)	PwC	PG&E
Design	Future state process maps	PwC	PG&E

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Acceptance Milestone	Core Design Document	PwC	PG&E
Willestone	Test Strategy	PwC	PG&E
	Requirements Traceability Matrix (ITM)	PwC	PG&E
	Functional Specifications	PwC	PG&E
	Stakeholder Assessment and Management plan	PG&E	PwC
Technical Specification	Unit Test Cases and Unit Testing	PwC	PG&E
Completion Milestone	Integration Test Scenarios/ Scripts (ITM)	PwC	PG&E
	User Acceptance Test Scripts (ITM)	PwC	PG&E
	Supplier education materials	PwC	PG&E
Build and Unit Testing Phase	Training plan and schedule	PG&E	PwC
Milestone	Training materials	PG&E	PwC
	Technical Specifications (ITM)	PwC	PG&E
Deployment Go Live	Go / No-Go Sign-Off Checklist (ITM)	PwC	PG&E
	Ariba post go-live support plan	PG&E	PwC
	Cutover plan	PwC	PG&E
	Hyper care Plan	PwC	PG&E
	Role Mapping (User to Role mapping is part of Change Management effort)	PG&E	PwC

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All Phases	Weekly Status Reports	PwC	PG&E
	Monthly Stakeholder Meeting Presentations	PwC	PG&E
	Change Control Register	PG&E	PwC
Project Closeout	Project Closeout Checklist (ITM)	PwC	PwC

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7.0 ACCEPTANCE CRITERIA

Deliverables will be developed by PwC and PGE during the design, build, test, final prep, go live and stabilization phases. The PwC/PG&E project core team will have reviewed and agreed to the Deliverables by the deliverable completion date. PG&E will review Deliverables and provide formal written feedback within 10 business days of original deliverable in PG&E's EDRS system. Acceptance levels are defined as follows:

- Accepted Deliverable is accepted with no further action to be taken
- Accepted with Conditions Deliverable is contractually accepted with minor corrections to be made by PwC
- Rejected Deliverable is rejected with specific feedback and reasonable detail to correct the deliverable for acceptance

In the case of a deliverable that is Accepted with Conditions PwC and PG&E will mutually agree to the corrections to be made and timeframe to correct the deliverable. PwC will commit to address these conditions based on the agreed timeframe. Revisions to a rejected deliverable will be made in a timely manner and re-submitted for approval. Subsequent review(s) will be provided two (2) business days to review and approve.

Delays in the deliverable review and approval cycle timeframe may have an impact on the project timeline and fees and will be subject to contract change control.

PwC will provide weekly project status reports providing status against Deliverables, risks and issues identified and budget status.

The following table highlights the acceptance criteria of different Deliverables of the project:

Category	Acceptance Criteria	Testing Process	
Documentation			
Completeness and correctness	To be mutually decided	Review to ensure all elements have been captured and catered to	
Consistency	To be mutually decided	Review for consistency in the flow and elements	
Adherence to template	To be mutually decided	Review for adherence to applicable template (if available) . Use PG&E IT Methodology templates	

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Business Requirements			
Business process Completeness	To be mutually decided	The Design Team has reviewed the Specification and its prioritized requirements for correctness, completeness, and consistency with respect to the organization's business	
Business requirements Completeness	To be mutually decided	processes and business needs within the scope established in the Project Initiation and Implementation Document.	
Functional requirements Completeness	To be mutually decided	The application development team has reviewed the Specification to ensure its sufficiency for beginning application design and to determine which requirements can be met within the constraints of the current project	
Data requirements Understanding and completeness	To be mutually decided	The software test team has reviewed the Specification to ensure that all functional and non-functional requirements are testable. The project manager has reviewed the Specification to ensure that all requirements are traceable to the scope, goals, and objectives established in the Project Initiation and Implementation Document.	
Functional Specifications			
All workflows captured		The Design Team has reviewed the Specification for correctness, completeness, and consistency with respect to	
Screen designs compliance with workflows	To be mutually decided	the prioritized requirements established in the Software Requirements Specification.	
GUI design compliance		The business team has reviewed the specification to ensure that all requirements are fully represented in the design	
Report designs compliance with templates	To be mutually decided	and that the design includes no items that are not part of the established requirements. The application development team has reviewed the	

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User roles definition completeness Security model compliance Data mapping completeness System interfaces design cover all interface requirements	To be mutually decided To be mutually decided To be mutually decided To be mutually decided	Specification to ensure its sufficiency for beginning application development and to validate the feasibility of implementing the design within the constraints of the current project phase. The software test team has reviewed the Specification to ensure that the design is testable.
Application		
Functional requirements Compliance	To be mutually decided	
Compliance to Requirements	To be mutually decided	The Design Team has reviewed the Application for
Compliance to Functional Specifications	To be mutually decided	correctness, completeness, and consistency with respect to the prioritized requirements established in the Software Requirements Specification.
Open defects (Sev1 and Sev2) after UAT	To be mutually decided	The business team has reviewed the functionalities to ensure that all requirements are fully represented in the design and that the design includes no items that are not
Completeness Functional requirements for all interfacing modules	To be mutually decided	part of the established requirements.
Completeness of System and integration test to test instances	To be mutually decided	

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Testing		
Expected behaviour of the s/w component and the expected results	To be mutually decided	
System / FAT Test Report Generation	To be mutually decided	1. 100% test coverage i.e. all test cases completely executed for all functional modules 2. Zero severity 1 (business critical/show stopper/no work)
End-to-End Test Report Generation	To be mutually decided	around) Open defects 3. Zero severity 2 (major/work around possible but difficult or expensive to implement) Open defects
Performance Test Report Generation	To be mutually decided	Test Acceptance Criteria • 100% of test scripts executed
User Acceptance Test Report Development	To be mutually decided	 85% minimum test script pass rate No open critical or high defects
Operational Readiness Testing Report Generation	To be mutually decided	
Deployment		
Completeness of environment set-up	To be mutually decided	
		All project activities defined in the Plan and any approved change requests have been completed.
Closure of all UAT defects (Sev1 and Sev2)	To be mutually decided	All users have been trained and provided access to the application as specified in the Software Transition Plan and Training Plan.
		The Project Closeout Review document includes all project

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	1	
		outcomes, costs, and lessons learned for the current project phase.
Training Plan Completeness	To be mutually decided	
Completeness of Implementation / Cutover Plan in terms of detailed approach to releasing the functionality of the project scope to the end users	To be mutually decided	
The transition of the system from the project team to a more permanent support structure, including the change management golive readiness components (e.g., user readiness).	To be mutually decided	
Adherence to Business Continuity Plan	To be mutually decided	
User's Handbook Completeness	To be mutually decided	
Training		
Adherence of Training Plan as per requirement	To be mutually decided	

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Fulfilment of trainings for required number of users	To be mutually decided	
Completeness and quality of training materials	To be mutually decided	All the users identified for training have been trained All users trained have access to the application Training material is available
Completeness and correctness of User's Manuals	To be mutually decided	Training material covers all functionality

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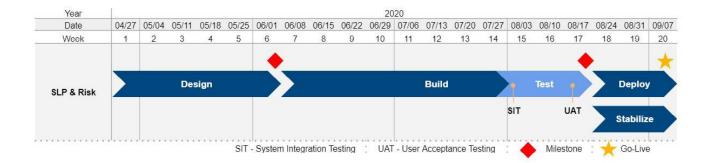
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8.0 PROJECT IMPLEMENTATION PLAN

PwC will begin work approximately the week of April 27, 2020 and will complete the project work by the week of September 14, 2020The summary project schedule is outlined in the following high-level Gantt chart to illustrate the next phase duration assumptions.

A project plan and schedule will be updated and maintained throughout the project and reviewed at the start of each phase. This project plan will be agreed to in each review session by project leadership.



8.1 KEY PERSONNEL

The following have been identified as Key PwC Personnel.

Role	Name
PwC Engagement Manager	Rajiv Jain / Gurminder Sandhu
Solution Architect	Kuntal Pharas
Integration Lead	Pramod Mallaya

PwC will maintain Key Personnel in the project. Changes to Key Personnel requested by PwC must be mutually discussed and agreed by PG&E.

If key Personnel changes are required outside of PwC control (terminations for cause, illness, or resignations), then PwC will provide PG&E with at least a 30 day notice. In case of any change in

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key personnel due to an unforeseen scenario, PwC will ensure that there is sufficient overlap time to do a Knowledge Transfer by the outgoing key team member to the incoming key project member.

8.2 PROJECT CHANGE REQUEST MANAGEMENT PROCEDURE

A change is defined as a requested modification at any stage of the project, which requires the deliverable under development to deviate from the current baseline.

Changes to the fees set forth in Section 9 are triggered in the event of any material change of scope, schedule, or progress to the extent such changes are not caused by PwC (each, a "Change"). A scope change is material if it significantly impacts resource requirements or timeline of Deliverables or milestones as agreed in the SOW and the baseline project plan. Material changes to the contract will be identified and agreed by the PG&E and PwC Project Management Office and submitted to the executive sponsors (as defined by Project Governance), followed by the Contract Change Order Process that will result in a change order approved by the proper delegation of authority ("Change Order"). Support for planning these Change Orders will be calculated on a time and materials basis for incremental resource requirements using the PG&E MSA rate card for PwC Resources. The Changes that could trigger a Change Order include, but are not limited to the following:

- Changes in project scope, including, but not limited to business processes
- Errors, omissions or delays related to performance of responsibilities of PG&E or any party related to PG&E (including related companies and/or contractors)
- Performance or billing related disputes will be handled according to the provisions of MSA Section x'x'37 Dispute Resolution.
- System availability to support project schedule
- Unavailability of the following environments when required in the project schedule: Development, Testing, Data, Special (e.g., Interfaces etc.), and Production.
- Delays in the testing of RICEFW objects according to the schedule as defined by the PMO.
- Delays in definitive resolution of critical path issues assigned to PG&E within the timeframe assigned by the PMO.
- Failure of PG&E to provide an adequate number of dedicated and skilled personnel to work on the project on a timely basis
- Delays in preparing for and performing unit, integration, and user acceptance testing.
- Insufficient levels of participation in training.
- Delays caused by LOB or plant events, including but not limited to planned or unplanned outages, or planned or unplanned repair or maintenance activities.
- Inadequate or unavailable project facilities such as meeting rooms, work space, or connectivity.
- Any Change related to the assumptions set forth in Section 12 of this SOW.

In the event that PwC or PG&E propose a Scope Change, PwC and PG&E, in good faith, will discuss and document the recommended changes within 10 days of proposing the need for a Change Request. If such Scope Change is agreed to by both parties, the Parties will generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW

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Change Order will outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change.

To monitor and manage expectations on the project a periodic, as needed or at least quarterly, update meeting between PG&E and PwC executive sponsors and project leaders will be held. At this meeting project status, progress and plans will be reviewed in addition to resolution of any escalated issues.

The change request procedure will cover:

- Identification and documentation of the need for change and change details (request for change)
- Analysis and evaluation of change request for technical impact and impact on effort, schedule, cost as well as other planning aspects
- Approval or disapproval of change request
- Implementation of change

Initiate Change Request (CR)	PwC / PG&E PM initiates Change Request
Evaluate CR	PwC evaluates and identifies items impacted, impact on schedule and activities under progress, estimated effort and cost, possible implementation alternatives/option
Approve CR	PwC Project Manager reviews the impact and approves the findings
Accept CR	PG&E Business Owner and IT Project Manager reviews and accepts PwC CR Analysis on Effort/Cost/Schedule
Authorize CR	PG&E IT Project Manager updates plan and PG&E Project Manager authorizes the implementation of change accepted by PG&E

- All PG&E approved documents will be frozen on receipt by PwC. Any changes required for a
 frozen document must go through a formal change request procedure. They should also be
 logged as Change Requests (CR). Either PG&E or PwC may raise CR. The impact in terms of
 time, cost and effort will be evaluated by PwC and will be submitted to PG&E to receive
 authorization for the change implementation.
- All change requests must be approved by the Business Owner and the PG&E IT Project Manager.
- Typically, a Change Control Request Form will contain the following details:

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- Details of change
- o CR number of the change
- Date originated
- Who originated (PG&E / PwC)
- Description of change
- Criticality / priority
- Assessment of change
- Description of change
- o Technical impact
- Estimated effort and cost
- Impact on current schedule
- Decision
- Authorization
- Schedule for carrying out CMR
- A change control register will be maintained to track the status of CRs and the progress of their implementation.
- The change control register will contain the following details:
 - CR number
 - Priority / criticality
 - Date originated
 - Who originated (PG&E / PwC)
 - Date issued
 - Date authorized
 - Scheduled start date
 - Scheduled completion date
 - Actual start date
 - Actual completion date
 - Completed by whom
 - Verified by whom
 - Status of CR (completed / partially complete and not started)

8.3 Changes to Staffing

PG&E must be given the opportunity to review the resumes and qualifications of PwC staff members or sub-contractors prior to adding or changing members of the PwC team who will fulfill lead or key roles on the project. PG&E must be allowed 3 business days to review and consent to the resources for lead or key role resource additions or changes to the PwC team or their subcontractors.

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PwC will maintain Key Personnel in the project. Changes to Key Personnel requested by PwC must be mutually discussed and agreed by PG&E.

If key Personnel changes are required outside of PwC control (terminations for cause, illness, or resignations), then PwC will provide PG&E with at least a 30 day notice. In case of any change in key personnel due to unforeseen scenarios, PwC will ensure that there is sufficient overlap time to do a Knowledge Transfer by the outgoing key team member to the incoming key project member.

PwC on-site staff departing from the project will be expected to return any PG &E equipment that had been issued to them prior to the last day of engagement at PG&E.

Significant vacations (a week or more) of PwC key or lead resources during the duration of the project; PwC will supply PG&E with at least a 30 day notice.

8.4 CUT OVER AND ROLL BACK PLAN

The objective of the cut over plan is to ensure that all the required stakeholders are available in the identified outage window between UAT Acceptance and Go Live so that the Go Live activities are smooth. The cut over plan will comprise a detailed set of activities, responsible people and their contact details so that they can be reached in case of an emergency, and the associated dependencies. After every checkpoint in the cut over plan is achieved, an email notification will be sent to the stakeholders regarding the status of the Go Live. The cut over plan created in the initial planning phase will be refined and a final version will be published by the end of UAT Cycle.

Roll back plan is a fall back option in case there is a problem with the Go Live. The purpose of this plan is to bring the system back at its previous state so that there is no impact to business as usual in case the Go Live is not achieved. Once the system is brought back on line, detailed causal analysis will be done with mitigation and the next earliest available window will be planned for Go Live. To enable a smooth Roll Back, PG&E will ensure there are suitable backups available before the commencement of the Final Cutover, so that the environment can be restored back if required.

Cutover and Roll Back planning will be scheduled in the overall project plan and documented as required in PG&E's IT Methodology

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8.5 PROJECT COMMUNICATION PLAN

8.5.1 Weekly Status Reporting

The PwC Program Manager will provide the weekly status report to the PG&E Project Manager in a mutually agreed format.

8.5.2 Steering Committee Meetings

A project governance structure is used to establish project delivery, mitigate project risks, and to enhance project efficiency and effectiveness. The PwC Engagement Manager will participate in steering committee meetings consisting of PG&E IT & Business Managers, other key stakeholders of PG&E including Business Owner and Executive Sponsor. This is for overall project health check. The frequency of Steering Committee Meetings will be decided mutually during the project initiation phase.

PG&E Executive Sponsors, PwC Engagement Manager, and/or PwC Engagement Partner, will attend Steering Committee meetings as requested. The frequency of Steering Committee Meetings will be decided mutually during the project planning phase.

8.5.3 Escalation Procedures

The following are possible levels of escalations for critical issues that needs to be addressed throughout the course of the project:

Level of Escalation	Threshold time for escalation	Escalation Point
		PG&E Project Manager,
Level 1	2 working days	PwC Engagement Manager
		PG&E Business Owner, PG&E IT Manager, PwC Engagement
Level 2	3 working days	Manager,
Level 3	10 working days	PG&E Executive Sponsor, PwC Engagement Partner

It is recognized that timely escalation and resolution of project issues is key to a working partnership.

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Periodic Project Executive sponsor meetings will be scheduled as part of the project communication plan. The frequency of Executive Sponsor Meetings will be decided mutually during the project planning phase.

8.6 DEPLOYMENT PLAN

The deployment plan outlines the scope, approach and execution planned for the deployment of the project Deliverables. The plan includes information about system support, issue tracking, escalation processes, roles and responsibilities before, during, and after deployment. The plan is intended to provide clients, stakeholders and support personnel with a smooth transition to Ariba SLP. It can be phased into the following components after the build and test phase. A detailed deployment schedule will be published consisting of the following components for awareness of all the stakeholders and users from whom support is expected.

Release Plan

- Availability of hardware/software infrastructure two weeks before the actual start of UAT for setting up of UAT environment.
- Setting up the application including desktop, web and integration components in the User Acceptance Environment at least one week before the actual start of UAT.

Production Readiness

- Create a Product Implementation Task List as a part of the cutoverplan.
- To make sure the engagement of all the partners for the deployment of the application in production environment.
- Identify the steps necessary to assist the user in preparing for the new product.
- Availability of HW/SW infrastructure of production environment one week before successful completion of UAT.
- Preparing the production environment and configure all the applications within two weeks from the completion of UAT.
- Describe what preparation is required for the new application to operate.
- Deployment of application on Production Environment within three weeks from the successful completion of UAT, depending upon the PG&E releaseschedule.

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9.0 MILESTONES AND PAYMENT SCHEDULE

PwC's fee for the PwC-provided Services above will be fixed at \$700,000.00, not including expenses. Expenses will be billed at actuals, with estimated expenses provided below. The timing of invoices for these fees will be based on the following milestone-based payment schedule. Milestone payments are contingent upon written acceptance by the PG&E Work Supervisor via email with a copy to PG&E Sourcing based on acceptance of Deliverables meeting the Acceptance criteria described in Section 7.

The following table lists key project milestones and completion criteria based on a start date of April 27, 2020. Delays in the start date will impact the time frame accordingly. The progress against these milestones per the project schedule in Section 7 will be reviewed at project status meetings; any approved Change Requests that impact the schedule for completion of these milestones could impact PwC fees and the overall project timeline.

#	Milestone	Key Deliverables	*Tentative Invoice Date	Value in US\$
1.	Design Acceptance	System design of the system to be completed including key design decisions identified, business processes documented and functional specifications.	June-01, 2020	\$250,000
2.	Build & Testing Completion-SLP	Configuration of Ariba SLP solution; Integration testing signed-off; UAT scripts completed; UAT completed	Aug-17,2020	\$250,000
3.	Build & Testing Completion - Risk	Configuration of Risk solution; Integration testing signed-off; UAT scripts completed; UAT completed	Sep-7,2020	\$150,000
4.	Deployment Go Live	The Go-No go sign off checklist is signed off by the Steering Committee and project leadership. Ariba SLP and Risk solution is in production and working as planned, with solution support commencing. After cutover, any changes to Ariba SLP and Risk are managed through the system change/version control process.	Sep-30,2020	\$50,000

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Total \$700,000.00

Milestone payments include only the labor cost. Travel Expenses incurred during the month will be billed on actuals at the end of each month. The project will be executed remotely and PwC expects no more than five trips to the PG&E San Francisco location during the project duration The trip requirement and schedule will be jointly agreed between PG&E and PwC and total expenses will not exceed \$20,000. In the event of a project delay due to PG&E, PwC reserves the right to request a change in the payment schedule. To request a change in payment schedule, PwC should demonstrate a material impact to project critical path. Material impact is anything that changes the timeline, scope or level of effort for milestones or major Deliverables. PG&E can choose to evaluate the overall timeline at the completion of the design phase. In case any reduction in the overall timeline is requested, PwC will evaluate the impact on overall pricing and submit the new pricing contingent to agreement by both parties.

9.1 Provisions Governing Delayed Delivery/Acceptance of Milestone(s)

PwC has collaborated with the PG&E project team in clearly identifying the tasks comprising each of the project milestones identified in the table above. PwC agrees that if a milestone is not delivered on time (mutually agreed by the two parties) and/or does not comply with quality standards that are unacceptable as per the acceptance criteria mutually defined by PG&E and PwC, the following holdbacks will apply:

Holdback Criteria	Holdback % for the associated milestone
Milestone missed by 5 Business Days	2%
Milestone missed by 10 Business Days	5%
Milestone missed by 15 Business Days or more	10%

1. For each of the milestones defined in the chart above, 100% of the total fixed price for that milestone may be invoiced upon PG&E's written acceptance of the specified milestone.

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- 2. For each of the milestones defined in the milestone chart in section 9, there will be a holdback percentage of the total estimated charges applied in the following manner:
 - a. If the milestone is met on time, the entire milestone payment may be invoiced. If a milestone is missed, the invoiced amount should be the milestone payment less a holdback percentage (Only one of the criteria, either 2% or 5% or 10%, and not

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^{*}The invoice/milestone dates shown in the milestone payment plan above are tentative and subject to change based on the detailed plan that will be developed in the project preparation and design phase. Once the dates are finalized a zero dollar change order will be used to include the milestone dates in the statement of work.

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cumulative) of that milestone amount per the table above. Invoices should only be sent at the time the milestone is completed (whether late or not). Any holdback amounts for milestones may be earned back if any of the subsequent milestones are met on time. This can be accomplished by completing future milestones on time to the baselined schedule/milestones and payments will be updated via approved change request.

- b. Any unforeseen delays due to Ariba, PG&E, systems, IT, infrastructure and people dependencies affecting the above schedule, leading to missed milestone/s will be mutually discussed, and not be considered for holdback in good faith. Any such changes will follow a change order request process. The PG&E Business Owner, Technical Solution Lead, and the Consultant's project manager will assess the impact on schedule, costs and Consultant will submit the change order request with updated milestone dates and costs as mutually agreed.
- c. If due to Consultants fault solely there is a project overrun, the Consultant will complete the project without additional charge to PG&E unless otherwise mutually agreed by the parties.
- d. Once the final milestone is satisfactorily completed on time, to include delivery of the list of activities and resolutions during the support period per the Support Phase Deliverables, any holdback previously assessed will be invoiced to PG&E.
- 3. A milestone is not missed if Deliverables during a certain phase are conditionally approved, accepted with minor modifications or if both parties agree that certain Deliverables may need modification in subsequent phases as design evolves or a certain product fix is being awaited.

9.2 Work Policy: Office space and facilities

The project will be executed remotely from various work sites as needed due to travel and social distancing measures enforced due to COVID19 pandemic. The project team will travel to PG&E's San Francisco location once it is deemed safe and mutually agreed by both parties.

PG&E will grant permission to PwC for accessing PG&E's premises during normal business hours. However, if access is required beyond normal business hours, PG&E will also grant explicit authorization for such access. PG&E will provide the necessary onsite space and support facilities, if required, to PwC personnel at no cost to PwC. This includes:

- Sufficient air-conditioned office space with desks and chairs to accommodate the PwC consultants.
- Training facilities including rooms equipped with a writing board, seating arrangements, computers and terminals, projectors.
- Telephone facility, fax, and photocopying facilities.
- Office stationery and consumables.

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PG&E will ensure the safety and security of each PwC consultant and all equipment and material relating to the assignment while on PG&E premises.

9.3 COMPUTER AND RELATED RESOURCES

PG&E will provide the following computer and related resources for the PwC consultants associated with the project at their location:

- Terminals and logon IDs with privileges to access the relevant system software and development tools required for the project.
- Desktops/ laptops with necessary software for development & documentation.
- Printers.
- Office supplies.

9.4 Methodology, Tools, and Techniques

PG&E standards, tools, and techniques will be used for developing the proposed software.

9.5 CONTRACTOR SAFETYPOLICY

Consultant represents and warrants that it will perform all applicable Work, and cause all Subcontractors to perform all applicable Work, in compliance with PG&E's Contractor Safety Program Standard Contract Requirements, as may be modified from time to time. The Contractor Safety Program Standard Contract Requirements can be located and downloaded at: www.pge.com/contractorsafety and are hereby incorporated by reference into this Contract. Consultant's failure to comply with the Contractor Safety Program Standard Contract Requirements shall be immediate grounds for termination for cause under this Contract.

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10.0 STAKEHOLDER ROLES AND RESPONSIBILITIES

Each activity in the Design, Build, Test, Deploy and Stabilize Phases has a primary owner assigned. The primary owner will be responsible for completion of the activity. PG&E and PwC will, however, be involved in the activities listed below. The following table outlines the key activities and PwC, PG&E responsibility:

The roles and responsibilities of PwC project team are listed in the table below:

Work stream	PwC Responsibility	PG&E Responsibility
	Steering committee co-preparation and participation	Lead steering committee meetings and preparation of presentation materials
	QA/oversight of PwC Delivery	Steering committee decision making
	Lead and manage the project in accordance with project methodology and approach	Coordination of LOB participation
Project Leadership	Project plan development and updates	Mgmt. of PG&E IT Application and I&O teams (environments, BW, Security, network)
	Plan task assignment and tracking of progress	Facilitation of logistics required for team and project meetings
	Documentation (task assignment, notes and follow-up/action items tracking) from project meetings and	PPMC reporting and updates
	working sessions	Scope / change control approvals
	Risk log management	Responsible for efficient and

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Project status reporting	effective contributions of PG&E LOB resources while assigned to this project
Management of project work streams	Support to documentation (task assignment, notes and follow-up/action items tracking) from project meetings and working
Issue reporting and management	sessions
Scope / change control management	Overall ownership and responsibility of the Ariba SLP Risk Project implementation project
Develop Design, Build, Test, Cut Over, Go Live and UAT plans	Conduct Phase kick-off meeting
Planning for efficient and effective use of PG&E LOB resources while assigned to this project	Define Project success criteria and objectives
Finalize implementation / deployment strategy	Refine program vision and goals
	Update of job estimate after design phase

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	Process and design workshop schedule, invites, facilitation and notes	Workshop participation confirmations and ensure participation in workshops
	In scope business process design documents (BPD's)	Input to and approval of business process design documents
	Develop unit, integration and regression test scripts	Input/approval of functional specification development
	Develop unit, integration test plans and scripts for testing activities	Required changes (including design, configuration/development) to systems outside of scope that impact Ariba SLP Risk Project
Functional Team	Schedule and conduct business	
(Process, Configuration, Testing)	Develop RICEFW functional specifications	Perform testing for changes in other systems that impact or are impacted by Ariba SLP Risk solution
	Develop Configuration process, schedule and governance	Support to unit test of RICEFW objects
		Test case input
	Consult on requirements to changes in other systems that Ariba SLP Risk Project solution	
	Consult on requirements and testing for changes required in other systems that impact or are impacted by the Ariba SLP Risk Project	Change / deployment support

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solution	Conduct review of completed configuration documents
unit test of RICEFW objects	Support Functional Unit Testing RICEFW
Test strategy and test plan	
Test execution	Support UAT test scenario and script development
Change and deployment activity support	Support UAT test execution and retesting if required (includes full end to end cycles with interfacing systems)
UAT scenario definition	
UAT test execution	

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	Development team management	Support to functional and PwC development team on development of functional specs
	Support to functional team on development of functional specs	
		Unit test documentation review and approval
	Build/development of RICEFW objects	
Technical Team	Development of RICEFW technical specs	Deployment activity support for changes or fixes of Ariba SLP and Risk/PG&E scope of developments.
	Documentation of RICEFW unit test execution	Accepting transition of responsibilities for post go live development support
	Support through testing phases (bug/defect resolution)	Hardware requirements , procurement, install and set up (including sizing)
	Deployment activity support to PG&E for changes or fixes of RICEFW objects	Performance testing plan, execution and optimization
	Providing environment requests for sandbox, Dev, QA, training, preproduction	Mobile Iron setup for Ariba mobile app development
	Providing system access requests	Network setup for device access
	Develop Ariba roles including mobile	BASIS administration

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Ariba Security roles and user matrix

SAP System security and administration

Providing transport requests installation of SAP PI and Ariba specific transports

Plan, lead and support to performance testing

and set up including mobile

Execution of performance / stress testing of production instance (where Applicable)

Hardware/Infrastructure and basis

Assist in execution of performance / stress testing of Production system

Update of basis run book to include activities associated with Production environment

Work with Ariba shared Services to document performance / stress test plan of the Ariba Cloud Application

Conduct review of completed technical specification and code for RICEFW objects

Conduct unit testing of Ariba related SAP security roles including negative testing as defined per the design of project Ariba SLP and Risk

Develop security roles in SAP if required as per Ariba design

Document technical design of in scope RICEFW objects in Technical Specification document.

Support unit testing of SAP security roles including negative testing

Provide advice and guidance for the installation of ITK, basis installations, and SAP PI as per leading practices

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Track and report conversion status across the lifecycle of conversion including: extraction, transformation, loading, validation, reconciliation, cleansing, and enrichment

Conduct review of completed technical documentation, code, and schema for conversion objects

Develop cleansing and enrichment plans for conversion objects in scope of Ariba data loads Define data quality, cleansing, and enrichment business rules/requirements

Conduct technical unit testing of conversion object

Conduct data cleansing and data enrichment based on object plans

Data Team

Assist PG&E to enrich data sets in scope of Ariba data loads according to the configuration requirements of the Ariba Cloud Platform

Provide contract data in an excel format to the data team for review, cleansing, transformation and load

Map source to target fields

Provide soft copies of legal agreements to upload in Ariba Contract Management Module

Update the target / source systems for data conversion objects based on field rule requirements, source to target mapping and data profiling results

Drive business to timely close as many purchase orders in legacy as possible for load

Conduct technical unit testing of conversion object / schema through two training loads into the Ariba test Environments.

Review and approve all objects before load to Ariba Cloud application

Data validation of converted data in Ariba for each data load and final conversion into production

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	Conduct audit of data conversion approach, in-flight reconciliation reports, and final load validation sign-off

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	Provide training to super users – "Train the trainer"	Develop training plan for implementation and deployment
	Provide leading practice recommendations, accelerators and SME support to Ariba SLP and Risk Change Management Team	Develop initial draft of training materials with input from functional team members
	Deployment and cutover planning	Review of training materials and scheduling/assignment/monitoring of the work.
	Dress rehearsal management	
Deployment and Organization Change Team (OCM, Training, Deployment Support)	Go/No Go checklist support and decision support	Input and support for change management, communication, and training strategies.
	Post go live support planning and site coordination	Support analysis of change readiness and other stakeholder input data
	Knowledge transfer sessions with PG&E support personnel	Work with PwC and PG&E project team to establish approach and process for measuring Ariba adoption
	Support to change management activities during pre and post go live	Training materials development
	Post go live end user support to PG&E front line support	Manage all training scheduling and logistics
	Post go live solution stabilization support including exception	Provide the end user training

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management, minor enhancements, critical and high priority defect resolutions

delivery and measurement with support from PWC lead

Support collection of findings / lessons learned

Peer to peer coach facilitation and support during end user training

Review change management documents prepared by PG&E, including training plan and training materials, and suggest needed updates/changes based on leading practices and prior implementation experience with previous clients.

Map end users to training courses by HR role and job function

End user training delivery and facilitation

Architect, design, develop and execute change management program and tactical plans.

Be the face of the project change management for PG&E; provide resources that will support change management and deployment activities

Organize and coordinate change management activities and training

Support the business in preparation of all activities related to change readiness, communications, and any project issues, risks, and gaps.

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Ensure issues related to process changes are identified for the team along with assisting documentation of "to be" processes with a focus on the change impacts. PG&E has final responsibility for the organizations adoption of the Ariba solution. Report on change impact readiness assessment Execute the change management and Com. plan Dress rehearsal participation and success approvals Go/No Go criteria approval Go/No Go meeting facilitation and decision Post go live support to end users Help desk training and preparation Post go live solution stabilization

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	support
	11
	Plan and conduct lessons learned
	feedback sessions

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Ariba Deployment Services (Third Party)

Ariba deployment Services are part of the subscription package that PG&E licensed. PwC team will work with deployment Services and expect the following activities to be executed by them:

- Initial set up of the test instance and realm
- Configuration of Ariba cloud parameters/values as per the design
- Set up of any validations, enhancements and flex fields
- Set up of the production instance and cloud connectivity parameters
- Supplier Enablement activities that relate to supplier set up on the Ariba network

Trading relationship request and set up of the supplier network ID

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11.0 RISKS AND ISSUES

Risk	Probability	Impact	Mitigation Actions
SLP Business Partner Integration with ECC	Medium	Medium	Assessment of integration option around vendor/ business partner model and develop a key design decision. Socialize KDD and finalize recommendation around the best possible/ feasible option

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12.0 GUIDING PRINCIPLES

Assumptions

12.1 COVID-19

COVID-19. The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this Contract. The Parties recognize that during performance of the Contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this Contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.

12.2 TECHNICAL ASSUMPTIONS

- The current PG&E PI, CIG, ECC and Data Services infrastructure will be utilized
- No modifications will be made to the SAP software source code.
- PwC is not responsible for the functionality or performance of the standard SAP Ariba product. SAP Ariba Product support and maintenance is or will be provisioned by PG&E directly with SAP (including any SAP Max Attention Services). SAP software issues that significantly impact the project deliverable or milestone timelines are subject to review by the change control process.
- PwC, in good faith, will provide advice on platform performance, functionality and/or SAP Ariba escalations, communications or general business relations
- The interaction between PG&E and SAP for software maintenance or updates is to be managed through the PG&E BASIS resource assigned to the project. This PG&E BASIS support includes all the activities associated with SAP basis administration, including creation and follow up of SAP OSS messages and application of SAP OSS notes or patches.

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- Hardware or network design or installation for SAP systems are PG&E's responsibility and not part of the scope of this SOW
- PG&E is responsible for all SAP Basis and technology architecture support
- PG&E IT Operations will provide support for LAN/WAN and database performance testing, monitoring and analysis.
- PG&E is responsible for addressing any system or network performance issues.

12.3 SOLUTION SCOPE AND RESPONSIBILITIES ASSUMPTIONS

- PwC will not perform Ariba Network security controls testing or validation during this
 engagement. This relates to security risk and control testing between PG&E and the
 Ariba Cloud Network.
- Any changes to Taulia invoice process or interface due to Ariba Design and Implementation will be PG&E responsibility and not covered in this scope of work
- Any changes to non-SAP legacy systems will be managed and completed by PG&E.
- PwC will work with Ariba to enable single sign-on, establish security as per PG&E guidelines, and enable mobile access. Ariba shared Services will be responsible for all tasks and activities on the cloud system.
- Ariba is a cloud platform; certain common tests (e.g., stress testing and performance testing etc.) do not apply to cloud deployment. PwC will assist in testing the system with PG&E data volumes; any system performance issues will be the responsibility of the cloud platform provider. PwC will facilitate communication and issue-resolution between PG&E and Ariba.
- PwC will support PG&E on enabling any network-related and basis activities. In order to
 integrate with PG&E's SAP environment, network ports must be exposed to the firewall;
 along with other network-related activities, this will be the responsibility of PG&E's
 network team.
- All project related communications with PG&E executive leadership (Director through President) needs to be coordinated and approved by the Business Owner, Dina Arellanes and IT Manager, Krishna Rajannan.
- PG&E will provide templates for all Deliverables that are related to PG&E ITM methodology

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12.4 Training Assumptions

- Leadership at each level of the chain of command (executive, director, manager, supervisor) and the change management team, will be accountable for driving change adoption within the key groups impacted by the project by participating in and providing resources for change, communications and training
- Dedicated and part time PG&E resources will be provided to the project team and change management activities to drive effective change adoption.
- PwC will not provide any full time change management resource and instead provide support on as needed basis (in good faith)
- PG&E will prepare or update training materials to drive change management, which will support PG&E business processes. PG&E SMEs will work with PwC to incorporate appropriate policies and support organizational changes defined as part of the change management process.
- PG&E will work with PwC to develop a tactical training plan and schedule of classes for end-user training. PG&E will be responsible for scheduling individuals to attend enduser training classes and ensuring their attendance.
- PG&E will be responsible for all training development and support
- The project core team will follow PG&E's change management methodology and approach.
- End user training will be delivered by PG&E in collaboration with PG&E change management
- End-user training will be developed on a process-based approach to support people doing their jobs
- Training materials will be developed by PG&E change management & training resources
- PG&E is responsible for end-user coaching and user adoption
- Helpdesk training will be managed by the IT organization

12.5 GENERAL ASSUMPTIONS

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- The estimated duration of the project based on the current timeline is 20 weeks with an approximate start date of April 27, 2020. Any extension of the timeline may result in change in the estimated project effort.
- Completion of Services is contingent upon PG&E's performance of its responsibilities as set forth in this SOW and the accuracy of the following assumptions. To the extent PG&E does not meet its obligations and responsibilities under this SOW, and as a result PwC's ability to perform its obligations in accordance with this SOW are adversely impacted, timelines and milestone dates shall be reasonably adjusted in accordance with the Change Order process and any additional Services required as a result will be billed to, and paid for by PG&E based on terms defined in an associated change order, unless otherwise agreed by the parties. The following assumptions are in addition to assumptions included in the above sections of the SOW or are further clarifications to the above sections in the SOW.
- PwC project personnel, including on-site and offshore designated resources, may work remotely or from local project offices. PG&E will provide remote connectivity for PwC personnel working off-site either remotely or offshore.
- The PwC project team will observe major US Holidays.
- For PwC on-site personnel that travel, the normal travel schedule for full time resources will be to arrive on Monday morning and fly out on Thursday afternoon or evening and typically will work remotely on Friday, For less than full time on-site personnel that travel, on-site schedules will be arranged as far ahead of time as possible.
- PG&E will have accountability for the overall job estimate required as part of PG&E ITM.
 PwC will provide input to the job estimate resource plan for both PwC and PG&E and the fixed fees for PwC. PG&E will get formal buy-in to all PG&E resources required and commitment to meet project timeline and Deliverables
- There will be one common design, build and testing phases for LoB's. The feedback and deployment waves will contain break / fix improvements only (No new major functionality will be introduced). Accountability for break / fix work shall reside with the party that developed the associated code.
- PG&E's IT Methodology (ITM)
 - PG&E in partnership with PwC will undertake to apply for waivers for ITM
 Deliverables that are not applicable to the SLP project
 - PG&E in partnership with PwC will undertake all work for ITM Deliverables that are applicable to the project

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SOW - Ariba SLP Risk Project



- Written approval/acceptance of Deliverables will be within the time periods laid out in the Deliverables section of this SOW as per the project schedule.
- Benefits analysis and their development, tracking and realization is the responsibility of PG&E
- Long term staff assignments: PwC will monitor the income tax consequences of its employees and partners assigned at project sites that might extend for 12 months or more. For employees planned to be assigned to the project for 12 months or more, a 60 day break in service away from the project site will be planned into the project schedule for those resources. PwC may remove the employee or partner from providing Services to client under an engagement to address adverse tax consequences. PwC will provide PG&E 60 days' written notice prior to taking tax mitigation strategies for employees or partners, if PG&E objects to tax mitigation strategies adopted by PwC, any resulting increases in cost will be discussed between PG&E and PwC leadership prior to extending specific resource assignment and resolution agreed through the project change control process. Any costs associated with fees or taxes for PwC resources working outside of their state for an extended period of time will be PwC's responsibility to cover

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